

CROWN BAY MARINA

Suite 528, 8168 SubBase, St. Thomas, U.S.V.I., 00802 Tel: (340) 774-2255 Fax: (340) 776-2760

LICENSE AGREEMENT FOR DOCKAGE

SLIP # B03	VESSEL NAME: * Big N *	LENGTH: 70
FOLIO # 37031	OWNER / CAPTAIN: Rodriguez Ann	BEAM: 20
ARRIVAL DATE: 9/3/2017	KEY #:	DRAFT: 6
DEPARTURE DATE: 9/7/2017		

OWNER OR AUTHORIZED AGENT'S ADDRESS:

6100 Red Hook C&R B-3
St. Thomas, V.I. 00802

TEL (HM):

MOBILE: 642-2587

FAX:

E-MAIL: annrodriguez@yahoo.com

Ownership and No Assignment: The person who has signed this Agreement as Owner hereby represents and warrants that he is in fact and in law the true owner of the Vessel or the duly authorized and empowered agent of the Owner, and that he has full power and right to enter into this Agreement for himself and for the Vessel, and that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bind himself and the Vessel to each and every term and condition of this Agreement. In the event of any change of ownership of the Vessel, Owner shall give notice thereof in writing to Marina. Owner shall remain responsible to Marina for all sums due and owing hereunder until such new owner enters into an Agreement with Marina, or until Vessel is removed. This Agreement is not transferable or assignable in any way without the express written consent of Marina.

AGENT/OWNER'S / CAPTAIN'S SIGNATURE

9/3/17
DATE:

TERMS AND CONDITIONS

Crown Bay Marina (the "Marina") hereby agrees to provide the Owner (herein defined as "Owner" or "Owner's Agent") and Owner hereby agrees to accept from Marina dockage space at the boat slip assigned by Marina (the "Boat Slip") to be used solely for the vessel described on the Registration Card (which together with all of said vessel's motors, engines, machinery, riggings, tackle, apparel, equipment, furniture, accessories and all other appurtenances hereinafter collectively referred to as (the "Vessel"), all upon the terms and subject to the conditions set forth below.

1. Unless terminated earlier pursuant to the terms hereof, this Agreement shall terminate at 11:00 a.m. on the departure date. Payment of Owner's account, including, without limitation, all dockage fees, must be made prior to departure.

2. The intention of the parties is to create a license for the use of dock space in accordance with the Marina Rules and Regulations only with Marina as Licensor and Owner as Licensee. This Agreement confers no leasehold interest upon Owner.

3. Marina's Rules and Regulations, which are posted at Marina's office, are incorporated herein by reference and made a part hereof. Marina reserves the right to alter, amend and modify these Rules and Regulations at any time by posting new ones at Marina's office or by furnishing Owner or person in charge of the Vessel with a copy of the new Rules and Regulations. Owner and his agents, guests, invitees and employees shall comply with the Rules and Regulations of Marina and shall also comply with and conform to the laws, regulations and rules of the Territory of the U.S. Virgin Islands and the United States of America as and to the extent, they may be applicable.

4. Owner warrants and represents that all times during the term of this Agreement, the Vessel shall be maintained in a safe and seaworthy condition by Owner and shall be operated in a careful and safe manner so as not to cause damage to Marina's facilities or to any other property, vessel or persons. OWNER AUTHORIZES MARINA TO TAKE APPROPRIATE ACTIONS AS MARINA SHALL DETERMINE IN ITS SOLE DISCRETION INCLUDING, WITHOUT LIMITATION, REMOVING THE VESSEL FROM MARINA'S PREMISES AT OWNER'S SOLE RISK AND EXPENSE TO ABATE, MITIGATE AND OTHERWISE DEAL WITH THE DANGER AND HAZARDS THAT IN MARINA'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE BY REASON OF ANY UNSAFE OR UNSEAWORTHY CONDITION OF THE VESSEL OR THE OPERATION OF THE VESSEL IN AN UNSAFE MANNER.

OR OTHERWISE NOT WITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF MARINA TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF MARINA FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

5. Security of the Vessel: Marina assumes no responsibility for and shall not be liable for the care, protection and security of the Vessel. Use of the Boat Slip and other facilities of Marina shall be at the sole risk of Vessel's Parties. Owner hereby releases and discharges Marina and agrees to indemnify and hold Marina harmless from and against any and all liabilities and claims by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Vessel whether on land or by water. If Owner shall permit any other person to use the Vessel by way of charter (which includes hire or loan), such person shall produce to Marina written evidence of such agreement failing which the Marina reserves the right to prevent the departure of the Vessel.

6. OWNER HEREBY GRANTS TO MARINA A LIEN ON THE VESSEL AND A SECURITY INTEREST THEREIN TO SECURE THE PAYMENT OF ANY AND ALL DOCKAGE FEES, CHARGES OR OTHER SUMS DUE HEREUNDER AND FOR ANY OTHER SERVICES OR MATERIALS RENDERED OR SUPPLIED TO OWNER BY OR ON BEHALF OF MARINA. This lien shall be in addition to any other remedies otherwise available to Marina hereunder or at law or in equity. It is specifically agreed that the use of the Boat Slip and all services or materials provided to Owner by or on behalf of Marina are provided to the Vessel for the credit of the Vessel, and it is understood between the parties hereto that Marina is relying primarily upon the credit of the Vessel for the enforcement of its claim for Dockage Fees and charges for other services or materials supplied to the Vessel. In any action, in rem or in personam, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law releasing the Vessel to Owner shall include an amount sufficient to cover Marina's reasonable attorney's fees and costs provided that Marina may have the amount of any bond posted increased to ensure the posted amount adequately covers all amounts claimed, including interest, costs and attorney's fees without any limitation to any right or remedy Marina may have, whether at law or in equity. Owner agrees to Marina's use of Federal Admiralty procedure in rem under Supplemental Admiralty Rule C.

HEREUNDER HAVE BEEN PAID TO MARINA AND OWNER HEREBY GRANTS MARINA THE RIGHT TO PLACE A LOCK ON THE MOORING OF THE VESSEL UNTIL SUCH TIME AS ALL SUCH MONIES OWED TO MARINA HAVE BEEN PAID IN FULL, SUCH REMEDY BEING IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO MARINA HEREUNDER AT LAW OR IN COURT.

13. Pollution: Owner represents and warrants that Owner and Vessel shall comply in all respects with Federal Water Pollution Acts (33 U.S.C. Section 1321 - prohibiting discharge of oil or oily water, 33 U.S.C. Section 1322 - prohibiting discharge of untreated sewage and all other applicable Federal and Territorial laws and regulations.

14. Vessel Away from Boat Slip: Owner shall advise Marina when he expects the Vessel to be away from the Boat Slip and the expected date of return of the Vessel. Marina reserves the right to rent the Boat Slip when vacant and all revenues received from such rental shall inure to Marina.

15. Reassignment to Boat Slip: Marina reserves the right, at its sole discretion, to reassign, move or transfer the Vessel from slip to slip or to mooring/anchorage as deemed necessary by Marina. Subleasing of slips and transferring boats between slips is not allowed except by Marina.

16. Notices: Notices to Owner shall be deemed to be served properly if posted in writing addressed to Owner at a place and in a manner on the Vessel which is reasonably susceptible of giving notice to anyone lawfully boarding the Vessel or, in lieu thereof, upon depositing in the US. Mail written notice to Owner, registered or certified, postage prepaid, to Owner's Billing Address as shown on the Registration Card. Notice to Marina shall be deemed served only if given in writing and delivered personally to the Director of Marina Operations or mailed by registered or certified mail, postage prepaid, return receipt requested to the Director of Marina Operations.

17. Governing Law, Venue, and Limitation of Actions: This Agreement shall be governed by, construed and enforced in accordance with the Laws of the Territory of the U.S., Virgin Islands and the United States of America. Any action at law, suit in equity, or other judicial proceeding relating to or concerning this Agreement shall be instituted and prosecuted in the District Court of the Virgin Islands, Division of St. Thomas and St. John and each party waives any right to change of venue. EVERY ACTION AT LAW, SUIT IN EQUITY OR OTHER JUDICIAL PROCEEDING TO ENFORCE THE PROVISIONS OF THIS AGREEMENT OR NEGLIGENCE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BARRED UNLESS IT IS COMMENCED AND PROCEEDS IS SERVED WITHIN ONE YEAR AFTER THE COURSE OF ACTION HAS ACCRUED, AND IN NO EVENT SHALL ANY SUCH ACTION, SUIT OR PROCEEDING BE MAINTAINED UNLESS IT IS COMMENCED WITHIN THREE YEARS FROM THE DATE OF EXECUTION OF THIS AGREEMENT.

18. Partial Invalidity: No implied Waivers and Entire Understanding: If any portion of this Agreement shall be deemed or declared unenforceable, the remaining portions of this Agreement shall remain in full force and effect. No course of dealing nor any failure or delay with respect to exempting any right, power or privilege under this Agreement shall operate as a waiver thereof. This Agreement, the Registration Card, and Marina's Rules and Regulations, as amended from time to time, set forth the entire understanding of the parties hereto and no representations, promises, inducements or statements of intention relating to the subject matter hereof has been made by any party which is not set forth herein. Except as otherwise provided herein, this Agreement shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of the parties hereto.

19. Assignment: Owner shall not assign this Agreement (including assignment to any purchaser of Vessel during the term of this Agreement) to any other person or entity without Marina's prior written consent. Any attempt to assign or assignment of this Agreement by Owner in violation of this Agreement shall be void and unenforceable and shall excuse Marina from further performance of this Agreement and shall terminate this Agreement. Owner shall without prior written consent of Marina.

20. Construction of Terms: The terms used in this Agreement and the Rules and Regulations shall be interchangeable and have the meaning prescribed to all such terms in all such documents. The use of the masculine gender shall be construed to include the feminine gender. The use of the singular form of expression shall be construed to include the plural, as required by the context.

21. Attorney's Fees: Should it become necessary for Marina to obtain the services of a collection agency or attorney to collect sums due and owing hereunder, or to enforce the liens of Marina, or to enforce any other provision of this Agreement, then Owner shall pay all costs and expenses, including reasonable attorney's fees, and all court costs incurred by Marina.

22. Acknowledgment: Owner hereby acknowledges that Owner has read and fully understands this License Agreement and the Marina Rules and Regulations.

DATE 9/3/17
SIGNATURE OF OWNER OR AGENT
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7. Owner, at his sole cost and expense, agrees to procure and maintain in force during the entire term of this Agreement indemnity insurance covering the Vessel and protecting Owner and Marina against all claims, demands, suits and judgments in policy amounts of not less than \$1,000,000 for claims arising within the coverage of said policies. Owner's insurance policy shall specifically cover the risks undertaken in Paragraph 10 of this Agreement and the Owner or Owner's Agent agrees to name Marina as an additional insured. Such insurance policies shall provide that Marina shall receive at least thirty (30) written notice prior to cancellation thereof. Certificates or certified copies of said insurance policies shall be provided to Marina upon demand.

8. Storms and Other Emergencies: The Owner shall make suitable arrangements for sale, sheltered anchorage during tropical storms, hurricanes or other inclement weather and Owner hereby warrants such arrangements will be a safe, sheltered anchorage during tropical storms or hurricanes. In the event of any impending tropical storm, hurricane or other emergency, Marina in its sole discretion, reserves the right to demand that all vessels evacuate the Marina and further reserves the right to move or evacuate any unattended vessels at Owner's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF THE VESSEL BY MARINA. NOR SHALL MARINA BE DEEMED A BAILEE OF THE VESSEL. Owner of any unattended vessel left in Marina must (1) provide Marina with name, address and telephone number of caretaker authorized to remove Vessel from Marina and (2) provide proof of insurance.

9. Indemnity and Disclaimer: Marina will attempt to furnish regular and uninterrupted electric and water service, but it cannot guarantee either, primarily because Marina obtains its electricity and water for resale from the Virgin Islands Water and Power Authority, which provides no such guarantee. Therefore, Marina disclaims any liability to the Vessel, the Vessel's parties and others for all loss, damage or injury to persons or to property arising out of or in connection with its acts, omissions, or negligence in furnishing electricity and water, except in the event such loss, damage or injury is directly and solely the result of Marina's willful misconduct or gross negligence.

10. Owner shall be liable for all damages to the Boat Slip and other facilities owned by Marina and other boats or vessels or persons on or about Marina's premises caused by the Vessel, Owner's employees, family, agents, invitees or guests (collectively referred to as the "Vessel's Parties"). Owner, his heirs and assigns, hereby agrees to indemnify, save and hold harmless Marina and any of their respective affiliates and their respective successors and assigns from and against any and all loss, damage, liability, claims, demands, or suits of any nature whatsoever arising out of or in any way connected with the use of Marina's facilities by any of the Vessel's Parties, the moving of the Vessel or Owner's car or personal property in or around Marina's premises, or arising out of or in any way connected with any services rendered (to be rendered or materials furnished) to or by the Vessel's Parties, or otherwise connected with this Agreement, WHETHER LOSS OR DAMAGE IS TO PROPERTY OWNED OR LEASED BY MARINA, OR ANY OTHER PERSONS PROPERTY OR TO PERSONS ON OR ABOUT MARINA'S PREMISES (INCLUDING, WITHOUT LIMITATION, ANY OF THE VESSEL'S PARTIES) AND WHETHER SUCH LOSS IS THE RESULT OF THE NEGLIGENCE OF MARINA OR MARINA'S AGENTS OR EMPLOYEES, EXCEPT IN THE EVENT SUCH LOSS OR DAMAGE IS DIRECTLY AND SOLELY THE RESULT OF THE WILLFUL MISCONDUCT OF MARINA OR ANY OF ITS AUTHORIZED AGENTS OR EMPLOYEES. Further, Owner, for himself, his heirs and assigns, hereby releases and hold harmless Marina Operators and Marina Owners and any of their respective affiliates and their respective successors and assigns from any and all liability for loss or damage of whatever nature to the Vessel or other property belonging to or in the custody of any of the Vessel's Parties, arising out of or in any way connected with (i) fire, theft, collision, hurricane, conditions of tide, wind current, Acts of God or other natural forces, or (ii) Acts or Omissions of MARINA OR MARINA'S AGENTS OR EMPLOYEES, OR THE NEGLIGENCE OF ANY OF SUCH PARTIES, EXCEPT IN THE EVENT SUCH LOSS OR DAMAGE IS DIRECTLY AND SOLELY THE RESULT OF THE WILLFUL MISCONDUCT OF MARINA OR ANY OF ITS AUTHORIZED AGENTS OR EMPLOYEES.

11. Apparent Authority: Owner agrees that, unless Marina is otherwise notified in advance in writing, anyone in possession of or apparent charge of the Vessel shall be deemed to have the authority to act on behalf of Owner and Marina shall be entitled to accept and act in reliance upon orders or requests by such persons for services, supplies, work, labor and other material of any kind for the benefit of Vessel.

12. Notwithstanding any contrary provision contained herein, Marina may terminate this Agreement for any reason (with or without cause) upon written notice to Owner given in accordance with Section 16 hereof. Owner agrees that at the end of the term of this Agreement or upon termination of this Agreement as provided herein, Owner will remove the Vessel from the Boat Slip in a careful, seamanlike manner, leaving all facilities and utilities in good order and condition. Vessel by 11:00 a.m. on the departure date. Owner shall be charged for an extra full day of dockage. ANYTHING CONTAINED IN THIS AGREEMENT TO REMOVE THE VESSEL OR ANY PART THEREOF FROM MARINA'S PREMISES UNTIL ALL DOCKAGE FEES, OTHER CHARGES AND LIENS OWING BY OWNER

CROWN BAY MARINA

DAYWORKER AGREEMENT OF WAIVER
OF LIABILITY AND ASSUMPTION
OF RISK

To be signed by Owner/Captain

I am the Captain and/or Owner of the below mentioned vessel. I DO/DO NOT (Circle one) intend to hire or contract with day workers who are not employed by Crown Bay Marina, to work on my vessel while berthed at Crown Bay Marina. I agree, that should I hire or contract with day workers, to waive any right or legal or legal action of any kind against Crown Bay Marina, it's agents or employees, from any damages resulting from this work or any action of the worker.

I know that working on a vessel or in a marina is dangerous work. I know that this worker and other people could be hurt as a result of this worker's actions. I know that this worker could damage or destroy property owned by others or me. I voluntarily assume responsibility for the actions of this worker while under my employ and assume the risks thereof. I agree to assume primary control of this worker's actions. I know that Crown Bay Marina, it's employees and agents are not responsible for anything that this worker does.

I therefore agree, for myself, heirs, administrators and assigns, to assigns, to RELEASE, DISCHARGE AND HOLD HARMLESS Crown Bay Marina, it's employees and agents, from all claims and legal actions for any injuries I or this worker has, or damage to any property, whether or not caused by the negligence or gross negligence of Crown Bay Marina, it's agents or employees, or from any defective equipment.

I agree that, by employing this worker on Crown Bay Marina property, I am voluntarily assuming the risks of any injury or property damage that might happen for ANY REASON. I agree that I may not bring any lawsuit or claim of any kind against Crown Bay Marina, It's agents or employees, for any injuries and/or property damage. If I should bring a claim or lawsuit in violation of this agreement, I agree that I shall be liable to Crown Bay Marina for all reasonable attorney's fees and expenses incurred in defending against such a claim or lawsuit.

I further agree to indemnify and reimburse Crown Bay Marina, it's agents, employees or assigns for any injury and/or property damage caused to any property or person as a RESULT OF ANY ACTION OR INACTION ON MY PART. This includes the cost of reasonable attorney's fees and expenses incurred by Crown Bay Marina in defending against any such suit.

I agree that this agreement is being entered into the Territory of the Virgin Islands, and the laws of the Virgin Islands shall govern its terms and conditions. I agree that if any term or conditions is found to be invalid under the laws of the Virgin Islands, this term or conditions shall be stricken from this agreement without affecting the other terms and conditions.

By signing below, I acknowledge that I HAVE READ AND DO UNDERSTAND ALL THE ABOVE CONCERNING THE AGREEMENT OF THE WAYER OF LIABILITY AND ASSUMPTION OF RISK.

SIGNED: [Signature]

Print Name: Anne Rodriguez

Title: BARGE MANAGER

Name of Vessel: Big N

Date: 9/3/17

CROWN BAY MARINA
2017 HURRICANE EVACUATION PROTOCOL

I, Anne Rodriguez owner/agent of the vessel Big N Barge docked in Crown Bay Marina agree to the following Hurricane Evacuation Protocol in accordance with the terms below.

1. Must have a signed Crown Bay Marina License Agreement for Dockage on file.
2. The Marina in its sole discretion reserves the right to demand that all vessels evacuate the Marina and further reserves the right to move or evacuate any unattended vessels at Owner's sole risk and expense.
3. The Owner of any unattended vessel left in Marina AT ANY TIME must (1) provide Marina with name, address and telephone number of caretaker (on St. Thomas, U.S.V.I.) authorized to remove Vessel from Marina. If instructed to do so by the Marina's Management.
4. All vessels upon arrival must provide proof of valid liability insurance coverage with an amount the greater of; the Vessel or \$1.0 million per incident. (Copy of insurance certificate must be attached.)
5. The Owner shall be liable for all damages to the Boat Slip and other facilities owned by the Marina and other boats or vessels or persons on or about Marina's premises caused by the Vessel, Owner's employees, family, agents, invitees or guests (collectively referred to as the Vessels Parties).
6. Any Vessel remaining in the Marina after closing of the port or a mandatory evacuation called by the Marina's Management and will be subject to a \$1,000.00 per day charge. This charge includes any vessel of any length. If the port opens up half day you are still subject to the \$1,000.00 per day. This charge is above and beyond the cost stated in Section 4 of your license agreement. This charge must be settled before the vessel departs the marina.
7. Any Vessel requesting dockage or already docked in Crown Bay Marina when an official "storm watch" is called is subject to all above terms. It is further understood that the Marina's policy is to disconnect utility services during hurricane season at many slips and does not guarantee the slip that you would be assigned to will have utilities available.

CROWN BAY MARINA SHOULD NOT BE CONSIDERED A SAFE HARBOR DURING TROPICAL WEATHER CONDITIONS.

I have read, understand, and agree to the above terms

[Signature]
Owner/Owners Agent Signature

Anne Rodriguez
Print Name

9/3/17
Date